

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CADAVER MANAGEMENT EQUIPMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 18, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

JH/mm
Attach

Copy to: Clerk of the Board
Dorothy O'Connell, Medical Examiner
Monica Mendoza, Materials Management

CADAVER MANAGEMENT EQUIPMENT

1.0 INTENT:

The intent of this Request for Proposal is to establish a contract with a supplier or manufacturer to provide for the manufacture, delivery and, where necessary, the installation of morgue and autopsy equipment for a new Forensic Science Center (FSC) within the established timeframes for fully equipping the new facility.

2.0 SCOPE OF WORK

2.1 TECHNICAL SPECIFICATIONS:

- 2.1.1 The technical equipment needed for a cadaver management equipment to store, examine (autopsy), and transport decedents internally within the FSC between the morgue and examination sites. See attached drawings of facility and attached equipment list. The attached equipment list also indicates the area in which each item of equipment will be located and the date each item will be needed.
- 2.1.2 Model numbers on the attached equipment list indicate design standards. Alternates that are equal to or better than the design standards will be considered.
- 2.1.3 All items of equipment must be compatible with the design of the facility and the other items of equipment within the cadaver management equipment. They must allow for ease of transport of decedents, minimal manual lifting and physical exertion, and allow for the ability to maintain a high degree of cleanliness and safety.
- 2.1.4 Additional detailed Construction Drawings are available from Ace Reprographics, (602) 258-1508 (Attn: April). Drawings pertinent to the equipment needs contained in this solicitation are as follows: LA1.1, LA2.1 and LA2.2, LA3.1 and LA3.2, LA5.1, M0.1, M2.2, M4.5, P0.1, P2.1, P3.1, E0.1, E3.1 and E3.5. Proposers shall make their own arrangements for delivery of documents directly with ACE Reprographics. A refundable bid deposit of \$30 is required when documents are ordered. The deposit will be refunded upon return of the documents. Make checks payable to Maricopa County.

2.2 PROPOSAL REQUIREMENTS:

- 2.2.1 Proposals must provide the lead time that will be necessary for the preparation of shop drawing, delivery, and installation if applicable, of each item. Some items will be needed at different time intervals as indicated on the equipment list.
- 2.2.2 Proposals also need to provide specifications with cut sheets for each item. Include maintenance clearances, water (if required), drainage (if required), electrical power, mechanical duct connections, and service connections including roughing-in dimensions.
- 2.2.3 Proposals need to include maintenance information, including operation maintenance, servicing, and parts data.
- 2.2.4 Bid pricing for each separate equipment item listed must include labor, materials, overhead, tools and equipment used, and profit.
- 2.2.5 Pricing for freight and delivery must be included and shown in separate line items. Installation pricing is to be shown for all items listed under Owner Furnished/Owner Installed (OFOI) that will require installation. Installation pricing for OFOI equipment items is to be shown in one separate line item.

2.3 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.4 SCHEDULE OF DELIVERABLES:

The Forensic Science Center is currently under construction. To facilitate progress of construction, the successful Proposer must provide product information, shop drawings, templates and equipment according to the following schedule:

- 2.4.1 Manufacturer's cut sheets for all equipment, indicating all required utility connections, shall be provided with the proposal.
- 2.4.2 Shop drawings for all equipment, indicating size, shape, materials and fabrication methods; size and placement of all required utility connections; and location, size and type of blocking required; shall be provided within four weeks after Award of Contract. Include plans, elevations, sections, roughing-in dimensions, fabrication details, service requirements and attachments to other work.
 - 2.4.2.1 Wiring diagrams: details of wiring for power, signal and control systems.
 - 2.4.2.2 Differentiate between manufacturer installed and field-installed wiring
 - 2.4.2.3 Include plans and elevations of equipment, access-and maintenance clearance requirements.
- 2.4.3 Owner's review period shall be fourteen (14) days for initial submittal of shop drawings and ten (10) days for final submittal.
- 2.4.4 Full-size templates of the Autopsy Bench and Fixed Autopsy Table, showing all required utility connections, and size and location of blocking and/or cutouts shall be provided within two (2) weeks of Owner's final approval of shop drawings.
- 2.4.5 Estimated equipment delivery dates are approximate. Please provide delivery within two weeks before or after dates indicated below. Actual delivery dates will be confirmed four weeks prior to anticipated date.
 - 2.4.5.1 Owner-Furnished Contractor Installed (OFCI) Equipment, including Autopsy Bench, Fixed Autopsy Table and Body Storage Rack System: deliver for installation by construction contractor the week of July 18, 2002.
 - 2.4.5.2 Owner-Furnished Owner Installed (OFOI) Equipment, including Mobile Autopsy Table, Autopsy Cart, and Cadaver Lift: provide delivery, installation and training during the week of August 15, 2002.
 - 2.4.5.3 Provide operations and maintenance training for the Autopsy Bench, Fixed Autopsy Table, and Body Storage Rack systems during the week of August 15, 2002.
- 2.4.6 Project Milestone dates, indicated as calendar days after Award of Contract, are as follows:

No.	Event	Days after Award
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1	Shop Drawings	28
2	Templates	84

2.4.7 Project Milestone dates, defined as a scheduled calendar date, are as follows:

No.	Event	Date
3	Delivery of OFCI Equipment	July 18, 2002
4	Delivery of OFOI Equipment	August 15, 2002

2.4.8 Delay(s) of deliverable dates noted above may delay the construction contract, resulting in considerable cost to the Owner. Accordingly, liquidated damages in the amount of \$2,500.00 per calendar day shall be assessed for each day of delay for each Milestone. The Owner shall have the right to retain any liquidated damages from payments due Vendor.

2.5 INSTALLATION:

The successful proposer is responsible for the installation and in doing so shall provide specifications, supervision and coordination necessary to effect installation.

2.6 SERVICE REQUIREMENTS:

- 2.6.1 The successful proposer will provide 10% additional products for parts subject to frequent replacement, e.g., casters for mobile tables, a minimum 2 disposals for autopsy benches. Proposals shall include list of recommended spare parts.
- 2.6.2 The successful proposer must be able to provide service and maintenance for fixed autopsy tables with a response time of no more than 24 hours.
- 2.6.3 The successful proposer must provide maintenance and operations training to interdepartmental staffs and provide video to use for future training on cadaver lift operations. The amount and type of training provided shall be identified in the proposal.
- 2.6.4 The successful proposer must provide installation and operation manuals for all equipment.
- 2.6.5 The successful proposer must provide the County with preventive and periodic maintenance options.

2.7 QUALITY ASSURANCE:

2.7.1 GENERAL REQUIREMENTS:

2.7.1.1 Successful proposer must be a firm experienced in manufacturing autopsy equipment similar to that indicated for this Project and with a record of successful in-service performance.

2.7.1.2 Equipment must comply with all governing Federal, State and local codes.

2.7.2 MANUFACTURING REQUIREMENTS:

2.7.2.1 All seams and fit joints are to be held to a tight tolerance to provide a minimum weld.

2.7.2.2 All seams and joints are to be heliarc welded.

- 2.7.2.3 All sheet metal is to be equal to or better than type 304 stainless steel.
- 2.7.2.4 All welds and joint preparations are to be designed in a manner that will give the final weld the utmost strength and durability.
- 2.7.2.5 All welds are to be ground and polishes and grains to be matched with unwelded material.
- 2.7.2.6 Do not use any tooling containing carbon steel material, or tooling used to grind/polish carbon steel.
- 2.7.2.7 There are to be no non-stainless steel metal parts used in the manufacturing of this equipment.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a five (5) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly

employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.2.2 **INSURANCE REQUIREMENTS:**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.2.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations

and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.2.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.2.2.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.3 BUILDERS' RISK (PROPERTY) INSURANCE

The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **COUNTY**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the **COUNTY**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

Required coverages may be modified by an amendment to the Contract documents.

If the Contract requires testing of equipment or other similar operations, at the option of the **COUNTY**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

3.4 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount of **100%** of total PROPOSAL price within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. One Contractor failing to supply a performance bond as required will forfeit his right to the contract. An irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. **Performance bonds are to be identified with PROPOSAL serial number, title and return address.**

3.7 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial

laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.8 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.9 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. One (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

3.10 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.11 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.12 TRAINING:

The Proposer shall provide training to County personnel in the use and care of the equipment. The amount and type of training provided shall be identified in the proposal.

3.13 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the PROPOSAL being rejected.

3.14 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the

Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
 2. The vendor/contractor does not have to invoice Maricopa County.
 3. The vendor/contractor does not have to carry that transaction in their account receivable.
- Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.15 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.16 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this price contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to

have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the Office of the Medical Examiner (OME) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

MORTECH MANUFACTURING COMPANY, 45 LA PORTE STREET, ARCADIA, CA 91006

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ 0 % DISCOUNTS

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C664039, C663020, C651531

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION PREPAY AND ADD IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
36	Body Storage Rack	\$ 1,908.00	\$ 68,688.00
11	Autopsy Table, Mobile	\$ SEE ATTACHED	\$ 17,230.00
1	Autopsy Cart	\$ 1,623.00	\$ 1,623.00
2	Autopsy Table, Fixed	\$ 10,745.00	\$ 21,490.00
2	Autopsy Bench (66"L)	\$ 8,259.00	\$ 16,518.00
8	Autopsy Bench (52"L)	\$ 8,259.00	\$ 66,072.00
1	Cadaver Lift, Electric	\$ 7,750.00	\$ 7,750.00
1	Cadaver Lift, Manual	\$ 2,490.00	\$ 2,490.00
DELIVERY:			\$ 4,260.00
INSTALLATION:			\$ 0.00
TOTAL:			\$ 206,121.00

AUTOPSY TABLES, MOBILE

Pricing shown is for the following units:

- 3 Model 600018 tables 32 inches high
- 3 Model 600018 tables 34 inches high
- 2 Model 600018 tables 35 inches high
- Model 600018 set at the desired heights

Each of the above units cost \$ 1,623.00 each

- 2 Model 600018FRC adjustable height tables

Each of the above units cost \$ 2,123.00 each.

MORTECH MANUFACTURING COMPANY, 45 LA PORTE STREET, ARCADIA, CA 91006

Terms:	NET 30
Federal Tax ID Number	95-2290299
Vendor Number:	952290299 A
Telephone Number:	800/410-0100
Fax Number:	623/447-0051
E-Mail Address:	gino@mortechmfg.com
Company Web site:	www.mortechmfg.com
Contact Person	Gino Joseph
Contract Period:	To cover the period ending September 30, 2006.

THERMO SHANDON, 3950 W. 20TH STREET, ERIE, PA 16505

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNTS

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C664039, C663020, C651531

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION PREPAY AND ADD IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	ENTOMOLOGY CABINET	\$ <u>2,247.00</u>
1	PRESSURE BONE COOKER	\$ <u>3,333.33</u>
1	MORTUARY VAULT	\$ <u>3,469.33</u>
8	FLAMMABLE CABINET	\$ <u>5,366.67</u>
5	ACID CHEMICAL CABINET	\$ <u>5,252.80</u>
1	VENTED GROSSING STATION, MODEL 97002	\$ <u>16,200.00</u>

OPTIONAL:

P/N 99915	FREIGHT CHARGES	\$ <u>925.00</u>
P/N 99911	INSTALL CHARGES, INSIDE	\$ <u>3,800.00</u>

ThermoShandon General Comments

1. SHANDON REQUIRES ALL CUSTOM EQUIPMENT TO BE APPROVED BY CUSTOMER BEFORE IT CAN BE RELEASED FOR PRODUCTION. LEAD TIMES BEGIN AFTER SHANDON RECEIVES SIGNED APPROVAL DRAWING FROM CUSTOMER.
2. INSTALLATION PRICES ARE BASED ON NON-UNION LABOR AND DO NOT INCLUDE ANY PERMITS REQUIRED TO COMPLETE THE WORK.
3. ALL FINAL UTILITY CONNECTIONS ARE BY OTHERS.
4. CUSTOM UNITS USE UL APPROVED COMPONENTS, BUT THE FINAL ASSEMBLY IS NOT UL LISTED. IF UL LISTING IS REQUIRED FOR A CUSTOM UNIT, AN ADDITIONAL CHARGE WILL BE REQUIRED.

THERMO SHANDON, 3950 W. 20TH STREET, ERIE, PA 16505

5. WHEN ORDERING, PLEASE INCLUDE BILLING ADDRESS, SHIPPING ADDRESS, CONTACT NAME/NUMBER AND ANY OTHER SHIPPING INSTRUCTIONS (ex. INSIDE DELIVERY, LIFT GATE REQUIRED, 24-HOUR NOTICE, AND NO PARTIAL SHIPMENTS).

We would like to have the indemnification clause read as follows:

- To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees and costs, to the extent caused by negligence or willful misconduct of the Contractor in performing its obligations under this contract.

In no event shall the Contractor be liable for any indirect, special, consequential or incidental damages including but not limited to damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill, regardless of whether Contractor (a) has been informed of the possibility of such damages or (b) is negligent; indemnification and damages shall, in the aggregate, be limited to an amount equal to the lesser of (i) damages suffered by Indemnifying Party as the direct result thereof, or (ii) the total amount paid by Buyer to Sell for the product or services herein provided.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the county.

The proceeding language will eliminate Thermo Shandon from taking exception to the indemnification in the RFP.

Terms:	NET 20
Federal Tax ID Number	25-1157701
Vendor Number:	251157701 A
Telephone Number:	800/426-9566
Fax Number:	814/833-8642
E-Mail Address:	erik.skaalerud@thermoshandon.com
Company Web site:	www.thermoshandon.com
Contact Person	Erik Skaalerud
Contract Period:	To cover the period ending September 30, 2006.